

**MEMORANDUM OF UNDERSTANDING AMONG
UNITED STATES ATTORNEY'S OFFICE AND STATE/LOCAL GOVERNMENT**

I. Nature of this Memorandum of Understanding (MOU)

_____ New MOU _____ Modification of Previous MOU
 X Extension of Previous MOU

II. Purpose

The purpose of this agreement is to detail Kateri Dahl of the State of Tennessee to the United States Attorney's Office for the Eastern District of Tennessee, pursuant to the Intergovernmental Personnel Act, 5 U.S.C. § 3371 et seq.

This MOU shall govern the assignment of Kateri Dahl and no other conditions, oral or written, will affect this IPA detail unless this MOU is modified through an amendment signed by the parties and the detailee(s).

This MOU promotes legitimate federal and state interests. This agreement is not based on personal or political relationships or considerations, considerations of salary/compensation, or the availability or unavailability of positions in the respective offices. The State and the USAO have the affirmative responsibility to ensure that the detailed employee(s) is performing functions within the scope of this MOU.

III. Federal and/or State Interest

The agreement described in this MOU has been reached to further the following interest.

Assistant District Attorney Kateri Dahl is being detailed by District Attorney Ken Baldwin to the USAO to act as a Special Assistant U.S. Attorney to assist the city of Johnson City in its continuing efforts in the Project Safe Neighborhoods program and the Targeted Community Crime Reduction Project (TCCRP), funded by the Department of Justice. Special Assistant U.S. Attorney Dahl will work with the Johnson City Police Department, the First Judicial District Attorney's Office, and the First Judicial District Drug Task Force under the guidance of the United States Attorney's Office in identifying investigations best prosecuted in federal district court. In doing so, the federal prosecution guidelines will be considered and the Project Safe Neighborhoods program goal of reducing violent crime on the street, and the TCCRP goals of eliminating not only the violent criminals but the drug traffickers who are contributing to violent crime and other crimes in the area, will be better met. Sentences imposed in federal district court are nonparolable and many of the firearms and drug trafficking violations result in sanctions which are much more serious in federal court and include minimum mandatory sentences. Further, individuals whom the Court determines are a danger to the community or are at a risk to flee the jurisdiction are routinely not granted bond in federal court, and therefore, will reduce the recidivism of those on bond committing additional crime.

Pltf. Ex. 1

Assistant District Attorney Kateri Dahl will work with the Johnson City Police Department, District Attorney General Ken Baldwin and his office, as well as other federal and state law enforcement officials to identify and prosecute criminal cases in U.S. District Court in Greeneville. While Special Assistant U.S. Attorney Dahl can prosecute any type of criminal case, the primary focus of her position will be violations of Title 18, United States Code, § 922, possession of firearms by prohibited persons including convicted felons, illegal aliens, and other prohibited individuals who endanger the community by their possession of firearms; Title 18, United States Code, § 924(c), use of a firearm in relation to a drug trafficking or violent crime; violent crimes prosecutable under federal law including Title 18, United States Code, § 2118(a), pharmacy robbery; Title 18, United States Code, § 1951, robbery of a business involved in interstate commerce; Title 18, United States Code, § 2113, bank robbery; and all violations of Title 21, involving illegal trafficking of controlled substances. The position will also be involved in the identification and prosecution of criminals who qualify under the Armed Career Criminal enhancement under Title 18, United States Code, § 924(e).

Transferring these types of cases to the federal court will not only help the District Attorney's Office, but also the Johnson City Police Department and other law enforcement agencies focusing on these types of crimes. Special Assistant U.S. Attorney Dahl will actively work with other Assistant U.S. Attorneys assigned to the Greeneville and Johnson City offices and with the Assistant District Attorneys in the First Judicial District in the areas of violent crime, organized crime, and drug trafficking.

IV. Conduct

In addition to remaining subject to the state standards, policies, and procedures, Assistant District Attorney Kateri Dahl, for the duration of the detail, shall also be subject to the USAO's and the Department's standards of conduct, policies, and procedures, including the Standards of Ethical Conduct for Employees of the Executive Branch, 5 C.F.R. § 2635 et seq., Federal conflict of interest laws 18 U.S.C. §§ 207, 208, and 209; laws restricting the disclosure of certain confidential governmental information, 18 U.S.C. § 1905 and the Freedom of Information and Privacy Acts, 5 U.S.C. § 552 and § 522a; and political activity restrictions, 5 U.S.C. § 7321 et seq.

V. Duties

Assistant District Attorney Kateri Dahl shall perform the following duties and functions for the duration of this detail: 1) She will work with the Johnson City Police Department to identify cases which are appropriate for federal prosecution to satisfy the state and federal interest outlined in paragraph III. 2) Coordinate the identification of these cases with District Attorney General Ken Baldwin. 3) When appropriate, prepare a prosecution memorandum to be submitted to Supervisory Assistant U.S. Attorney Wayne Taylor outlining the prosecution details to ensure the case complies with the prosecution guidelines established for the district. 4) Present these cases to the federal grand jury along with other Assistant U.S. Attorneys. 5) Prosecute the case in compliance with the procedures specified in the U.S. Attorney's Manual, the local rules of court, and the procedures established for the U.S. Attorney's Office for the Eastern District of Tennessee. In addition to the prosecution of criminal defendants, SAUSA Dahl will be actively involved in furthering the training of the Johnson City Police Department as well as other law enforcement agencies working in the Johnson City area. 6) When appropriate, working with community groups involved with the Project Safe Neighborhoods and TCCRP programs in Johnson City to effectively incorporate

the prosecution aspect of these programs with the other goals of training, outreach, and deterrence. In no event shall Assistant District Attorney Kateri Dahl perform a function, or be assigned a duty, that does not further the state interest described in Section III.

VI. Term of Assignment and Service Agreement

This MOU and the detail will be for a term as of July 1, 2019 and ending June 30, 2020. With the concurrence of the parties, this MOU, as expressed in a written amendment, may be extended for additional terms of no less than twelve months per extension.

VII. Employee Evaluation

The USAO shall provide to the State information about the performance of Assistant District Attorney Kateri Dahl as the State requests.

VIII. Expenses and Training

Special Assistant, U.S. Attorney Kateri Dahl shall be compensated by the District Attorney's Office through arrangements made to dispense the funds provided by the City of Johnson City. Washington County has agreed to administer the funds provided by the City of Johnson City for the office of the District Attorney. In the event any party withdraws from the participation in this agreement, Washington County shall within (30) days, return to Johnson City, free of charge, all unused funds. Washington County agrees to accept \$87,000.00 from Johnson City in the form of a check payable to its order. Johnson City agrees to provide \$87,000.00 and no more, unless all parties to this memorandum of understanding agree to the terms of a written amendment extending this agreement or establishing additional terms. Washington County agrees to place money that it receives from Johnson City in a fund for payment to the Special Assistant United States Attorney. Kateri Dahl understands that she will be paid monthly or bi-monthly at a rate that equals \$87,000.00 per year. Kateri Dahl shall be considered an independent contractor by Washington County. Washington County shall issue a 1099 for all monies paid to Kateri Dahl. Kateri Dahl shall be responsible for payment of any and all taxes including, but not limited to, Federal and State income tax, FICA/Social Security and Medicare. Kateri Dahl understands that she shall not receive any state or county benefits. Any training and travel expenses that are incurred which relate to the functions she performs for the USAO pursuant to this MOU and specifically Section V., shall be borne by the USAO. In addition, the USAO agrees to provide office space at the U.S. Attorney's Office and to provide equipment needed to perform the job tasks including computers, access to legal databases, and other technical requirements. The USAO will also be responsible for the training expenses related to the performance of this function.

IX. Leave, Time and Attendance, and Holidays

Special Assistant U.S. Attorney Kateri Dahl shall maintain her time and attendance records as required by the District Attorney's Office and the USAO agrees to report any daily attendance of the employee as required by the District Attorney's Office. The detailed employee shall be entitled to the federal holidays recognized by other employees of the USAO.

X. Cancellation

Either the USAO or the State may withdraw its participation in this MOU at any time. Such withdrawal shall require notification in writing, and provide the withdrawal's effective date.

XI. ASSIGNMENT OF CONTRACT

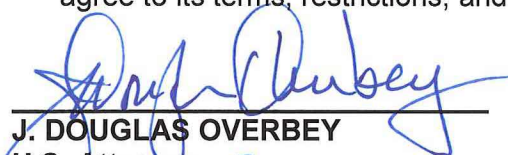
The assignment of specific rights or obligations set forth in this agreement or the assignment of the agreement in its entirety, by any party to this agreement, is hereby expressly prohibited.

XII. Effective Date

This MOU shall be effective on the date when the last signatory has signed

XIII. Signatures

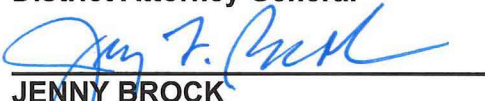
By signing this MOU below, all signatories affirm that they have read this MOU and agree to its terms, restrictions, and limitations, as applicable.


J. DOUGLAS OVERBEY
U.S. Attorney

9-12-19
Date


KEN BALDWIN
District Attorney General

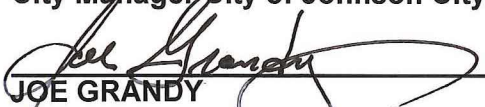
9-9-19
Date


JENNY BROCK
Mayor City of Johnson City

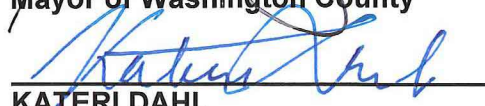
9/5/19
Date


M. DENIS PETERSON
City Manager City of Johnson City

05 SEPT. 2019
Date


JOE GRANDY
Mayor of Washington County

9-9-19
Date


KATERI DAHL
Assistant District Attorney

9/11/2019
Date